

CONTRACT #7
RFS # 326.01-032

**Department of Tourist
Development**

VENDOR:
USA 800, Inc.



DEPARTMENT OF TOURIST DEVELOPMENT

STATE OF TENNESSEE
WILLIAM SNODGRASS/TENNESSEE TOWER BUILDING, 25th FLOOR
312 8th AVENUE NORTH, NASHVILLE, TENNESSEE 37243
TEL. (615) 741-9065/FAX (615) 741-7225

Nancy Hargiss-Tatlock
General Counsel

RECEIVED

May 19, 2006

MAY 19 2006

FISCAL REVIEW

Leni S. Chick
Fiscal Analyst, Fiscal Review Committee
8th Floor, Rachel Jackson Building
320 Sixth Avenue, North
Nashville, Tennessee 37243

RE: RFS # 326.01-032; Request: Non-Competitive Amendment - USA 800, Inc.
-w- Department of Tourist Development Contract

Dear Ms. Chick:

Enclosed is a copy of the above Request for a Non-Competitive Amendment for comment by the Fiscal Review Committee.

Your attention to this matter is appreciated and if there are any questions with respect to this proposed non-competitive amendment, please contact my office.

Best regards,


NANCY HARGISS-TATLOCK

NHT:jj
Enclosure

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

RECEIVED

MAY 19 2006

FISCAL REVIEW

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #

326.01-032

2) State Agency Name :

Tourist Development (the "Department")

EXISTING CONTRACT INFORMATION

3) Service Caption :

Telemarketing and Fulfillment Services for 1-800 inquiries for Tourist Vacation Guide Brochures

4) Contractor :

FA02-14594-03

5) Contract #

FA02-14594-

6) Contract Start Date :

July 1, 2001

7) Current Contract End Date IF all Options to Extend the Contract are Exercised :

June 30, 2006

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised :

\$1,225,000.00

PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment #

Four

10) Proposed Amendment Effective Date :
(attached explanation required if date is < 60 days after F&A receipt)

July 1, 2006

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised :

September 30, 2006

12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised :

\$1,293,750.00

13) Approval Criteria :
(select one)

use of Non-Competitive Negotiation is in the best interest of the state



only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service :

The Contract shall be extended to allow USA 800, Inc. (the present Contractor) to continue telemarketing and fulfillment services as set forth in Section A, Scope of Services, of the current Contract for the State's Vacation Guide for a period not to exceed ninety (90) days from the end of the current Contract term.

15) Explanation of Need for the Proposed Amendment :

This Amendment will allow the Department to continue telemarketing and fulfillment services of its Vacation Guide without interruption until the RFP process has been completed and a new contract awarded to handle such services the result of the RFP. In lieu of the restructuring of the Department in the past few months, the hiring of a new Assistant Commissioner of Marketing (and other personnel in that division), the involvement and input of the Department's recently employed personnel were important in terms of drafting the scope of services set forth in the new RFP. Use of the services of USA 800, Inc. is essential to maintain continuity in the Department's telemarketing and fulfillment services and provide necessary transition time in the event a new vendor is awarded the contract to handle such services pursuant to the new RFP.

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Tom Davis, 9808 E. 66th Terrace, Raytown, MO 64133

17) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:

☐

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

19) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:

☐

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The Department is presently in the process of commencing an RFP for telemarketing and fulfillment services in regards to the State's Official Vacation Guide and this Amendment will avoid a lapse in the services referenced herein until a possible new vendor has been awarded a contract per the RFP.

21) Justification for the Proposed Non-Competitive Amendment :

The Department is requesting authorization to extend the current Contract with USA 800, Inc. for three (3) additional months (July 1, 2006 through September 30, 2006). USA 800, Inc. was initially selected using the RFP process and has provided telemarketing and fulfillment services to the Department for the duration of the above-referenced Contract. During the next few months, the Department will be issuing an RFP, evaluating proposals, and entering into a possible new contract for telemarketing and fulfillment services. During the period of the RFP, the Department is requesting that USA 800, Inc. be allowed to continue telemarketing and fulfillment services so as to allow the Department to continue such services in connection with the Official Tennessee Vacation Guide without interruption. USA 800, Inc. has agreed to honor the existing rates for service established when the Contract was issued in 2001. Since rates for services have typically gone up since the time the present Contract was awarded, it is in the best interests of the State to use the existing Contract rates until such time as a new contract is awarded.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Ausan H. Whitaker
Agency Head Signature

May 17, 2006
Date



DEPARTMENT OF TOURIST DEVELOPMENT

STATE OF TENNESSEE

WILLIAM SNODGRASS/TENNESSEE TOWER BUILDING, 25th FLOOR
312 8th AVENUE NORTH, NASHVILLE, TENNESSEE 37243
TEL. (615) 741-9065/FAX (615) 741-7225

Nancy Hargiss-Tatlock
General Counsel

VIA FAX (615) 253-0318

June 2, 2006

General Assembly of the State of Tennessee
Fiscal Review Committee

Attn: Leni S. Chick, Fiscal Analyst
8th Floor, Rachel Jackson Bldg.
320 Sixth Avenue, North
Nashville, TN 37243-0057

RE: Request: Non-Competitive Amendment:
RFS# 326.01-032

Dear Ms. Chick:

I have attached the Rule Exception Request which has been approved by F&A in connection with the above-referenced Request: Non-Competitive Amendment.

Please let me know if any additional documentation is needed.

Thank you,

A handwritten signature in cursive script, appearing to read "Nancy Hargiss-Tatlock".
NANCY HARGISS-TATLOCK

NHT:jj
Total of 2 pages


C4 06
#382

CE7504

RULE EXCEPTION REQUEST

APPROVED

M D Goetz
Commissioner of Finance & Administration
Date: MAY 30 2006

RFS #	325.01-032	STATE AGENCY:	Tourist Development
INFORMATION ABOUT THE EXCEPTION(S) REQUESTED			
SUBJECT RULE NUMBER(S) :	0620-3-3-.07(5)		
DESCRIPTION OF EXCEPTION(S) :			
The Department seeks a rule exception to approve Amendment Four to an existing five (5) year contract (FA02-14594) which will otherwise terminate June 30, 2006.			
JUSTIFICATION FOR EXCEPTIONS : (compelling reasons for contracts rule exception; relevant background information; attach additional justification as necessary)			
The request for an exception to the above rule will extend the Department's contract with USA 800, Inc. for three (3) months beyond the existing five (5) year term of the contract which will provide for uninterrupted telemarketing and fulfillment services of Tennessee's official Vacation Guide until completion of a new RFP for the same and/or similar services. The RFP is scheduled to start on June 1, 2006, and extension of the existing USA 800, Inc. contract will allow the State to both continue telemarketing and fulfillment services in connection with the official Vacation Guide and also provide transition time if a new vendor is awarded the contract for the same or similar services as a result of the new RFP.			
INFORMATION REGARDING THE APPLICABLE CONTRACT			
DESCRIPTION OF SERVICE TO BE PROCURED :			
Telemarketing and fulfillment services of Tennessee's official Vacation Guide			
BEGIN DATE:	July 1, 2006	END DATE (including ALL options for term extension):	September 30, 2006
MAXIMUM LIABILITY (including ALL options for term extension):		\$1,293,750.00	
AGENCY HEAD REQUEST SIGNATURE: (signed by the procuring agency head or authorized signatory)			
		SIGNATURE DATE: 5/30/06	

OCR

MAY 30 2006

RECEIVED



RECEIVED

MAY 23 2006

FISCAL REVIEW

DEPARTMENT OF TOURIST DEVELOPMENT

STATE OF TENNESSEE
WILLIAM SNODGRASS/TENNESSEE TOWER BUILDING, 25th FLOOR
312 8th AVENUE NORTH, NASHVILLE, TENNESSEE 37243
TEL. (615) 741-9065/FAX (615) 741-7225

Nancy Hargiss-Tatlock
General Counsel

May 22, 2006

Leni S. Chick
Fiscal Analyst
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
320 Sixth Avenue, North
Nashville, TN 37243

RE: Request: Non-Competitive Amendment,
RFS# 326.01-032


Dear Ms. Chick:

I have enclosed in connection with the above Request for Non-Competitive Amendment of the contract entered into as between the Department of Tourist Development and USA 800, Inc. the following:

- i) Letter of explanation for purpose of Amendment Four, a three (3) month extension of the present Contract;
- ii) Copy of the proposed amendment, Amendment Four, with attached FA Contract Information Sheet and Contract Summary Sheet;
- iii) Copy of Amendment Three and attached Contract Summary Sheet;
- iv) Copy of Amendment Two and attached Contract Summary Sheet; and,
- v) Copy of Original Contract and attached Contract Summary Sheet.

Thank you for your e-mail, please let me know if any additional information and/or documentation is needed.

Best regards.


NANCY HARGISS-TATLOCK

NHT:jj
Enclosures



RECEIVED

MAY 23 2006

FISCAL REVIEW

DEPARTMENT OF TOURIST DEVELOPMENT

STATE OF TENNESSEE
WILLIAM SNODGRASS/TENNESSEE TOWER BUILDING, 25th FLOOR
312 8th AVENUE NORTH, NASHVILLE, TENNESSEE 37243
TEL. (615) 741-9001/FAX (615) 741-7225

May 22, 2006

General Assembly of the State of Tennessee
Fiscal Review Committee

Attn: Leni S. Chick, Fiscal Analyst
8th Floor, Rachel Jackson Bldg.
320 Sixth Avenue, North
Nashville, TN 37243-0057

RE: Request: Non-Competitive Amendment:
RFS# 326.01-032

Dear Ms. Chick:

The above-referenced Request for the proposed, non-competitive amendment will extend the Contract with USA 800, Inc.'s, services for telemarketing and fulfillment of the State's *Official Vacation Guide*. The extension of the present term of the Contract, for a period not to exceed ninety (90) days from the end of the present Contract, will provide for continuation of telemarketing and fulfillment services of the *Vacation Guide* until a new RFP has been completed for the same or similar services as those presently rendered by USA 800, Inc.

This Amendment was submitted less than sixty (60) days prior to the proposed start date of the Amendment due to a restructure of this Department which resulted in the hiring of a new Assistant Commissioner of Marketing and other personnel in that division. The involvement of such new employees and their input in the draft of the scope of services section for telemarketing and fulfillment services in the new RFP was important. In the interim, use of USA 800, Inc.'s services are essential to maintain continuity of the Department's telemarketing and fulfillment services of the *Vacation Guide* and, in addition, will provide necessary transition time in the event a new vendor is awarded the contract to handle such services the result of the new RFP.

Your attention to this matter is appreciated.

Very truly yours,

SUSAN H. WHITAKER
Commissioner

SHW:nh

CONTRACT SUMMARY SHEET

010606

RFS #	Contract #
326.01.01-032	FA02-14594- RECEIVED
State Agency	State Agency Division
Tourist Development	Marketing
Contractor Name	Contractor ID # (FEIN or SSN)
USA 800, Inc.	<input type="checkbox"/> C- or <input type="checkbox"/> V- 431119494-00

MAY 23 2006

FISCAL REVIEW
Service Description

Telemarketing and Fulfillment Services


Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
July 1, 2006	September 30, 2006	XX on STARS	

Mark Each TRUE Statement

X Contractor is on STARS

X Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
326.01	600	089	11		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
02	\$225,000.00				
03	\$225,000.00				
04	\$225,000.00				
05	\$275,000.00				
06	\$275,000.00				
07	\$68,750.00				
TOTAL:	\$1,293,750.00				

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	
02	\$225,000.00		Tom Lightsey, 615-741-9023
03	\$225,000.00		State Agency Budget Officer Approval 
04	\$225,000.00		
05	\$275,000.00		
06	\$275,000.00		
07		\$68,750.00	
TOTAL:	\$1,225,000.00	\$68,750.00	Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
End Date:	6/30/06	9/30/06	

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (GG or GU)	<input type="checkbox"/> Other

Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

Non-Competitive Amendment to extend Contract for an additional three (3) months to allow continuity of telemarketing and fulfillment services for the Official Tennessee Vacation Guide, at present contract rates, and provide transition time for a new RFP, for the same or similar services, to be awarded to the present or a new vendor.

**AMENDMENT FOUR
TO CONTRACT FA-02-14594-**

This Contract, by and between the State of Tennessee, Department of Tourism Development, hereinafter referred to as the State, and USA 800, INC., hereinafter referred to as the "Contractor," is hereby amended as follows:

1. Delete Section B1 in its entirety and insert the following in its place:

B.1. Contract Term. This Contract, as extended, shall be effective for the initial three (3) months of the fiscal year commencing July 1, 2006, and will therefore end on September 30, 2006. The State shall have no obligation for services rendered by Contractor which are not performed within the specified period.

2. Delete Section C1 in its entirety and insert the following in its place:

C.1. Maximum Liability. In no event shall the maximum liability under this Contract exceed One Million Two Hundred Ninety Three Thousand Seven Hundred Fifty Dollars (\$1,293,750.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

USA 800, INC.

Tom Davis, President

Date

DEPARTMENT OF TOURISM DEVELOPMENT:

Susan H. Whitaker, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

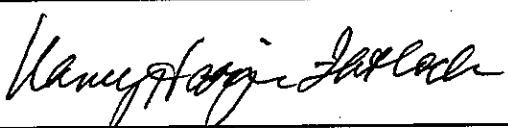
M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

FA CONTRACT INFORMATION SUPPLEMENT FOR ALL FA-TYPE CONTRACTS — COMPLETE <u>EITHER</u> SECTION A <u>OR</u> SECTION B	
Contract RFS #	326.01-032
Contractor:	USA 800, Inc.
SECTION A— CONTRACTOR IS AN INDIVIDUAL	SECTION B— CONTRACTOR IS A COMPANY (e.g., sole proprietorship, partnership, or corporation)
Is or has the contractor been a state employee? <input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company? <input checked="" type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES
Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)	Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel <i>MUST</i> sign an analysis of this procurement using the TCRS analysis guidelines)	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel <i>MUST</i> sign an analysis of this procurement using the TCRS analysis guidelines)
SIGNATURE	
	
SERVICE CONTRACTS COORDINATOR	DATE 5-22-06

CONTRACT SUMMARY SHEET

RFS Number:	326.01-022	Contract Number:	FA02-14594-0003
State Agency:	Tourist Development	Division:	326.01
Contractor		Contractor Identification Number	
USA 800, Inc.	<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	43-1119404-00 431119494-00	

Service Description

Telemarketing Services and Fulfillment Services

Contract Begin Date	Contract End Date
July 1, 2001	June 30, 2006

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
326.01	600	089	11	XX on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
02	\$225,000.00				\$225,000.00
03	\$225,000.00				\$225,000.00
04	\$225,000.00				\$225,000.00
05	\$275,000.00				\$275,000.00
06	\$275,000.00				\$275,000.00
Total:	\$1,225,000.00				\$1,225,000.00

CFDA #		Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name:	Tom Lightsey, 312 8 th Ave. North, 25 th Floor,	Is the Contractor a VENDOR? (per OMB A-133)	X
Address:	Nashville, Tn 37243	Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone:	615-741-9023	Is the Contractor on STARS?	X
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractors Form W-9 Filed with Accounts?	X

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification
	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
END DATE →	06-30-05	06-30-06	
FY: 02	\$225,000.00		
FY: 03	\$225,000.00		
FY: 04	\$225,000.00		
FY: 05	\$275,000.00		
FY: 06		\$275,000.00	
Total:	\$950,000.00	\$275,000.00	

JUN 01 REC'D

RECEIVED

JUN 01 2005

Office of Contracts Review

AUG - 2005

RECEIVED
 2005 JUN 20 PM 2:57
 COMPTROLLER'S OFFICE
 OFFICE OF
 MANAGEMENT SERVICES

AMENDMENT THREE
TO CONTRACT FA-02-14594-00

This Contract, by and between the State of Tennessee, Department of Tourist Development, hereinafter referred to as the State, and USA 800, INC., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section B. 1 in its entirety and insert the following in its place:

B.1. Contract Term This Contract shall be effective for the period commencing on July 1, 2001 and ending on June 30, 2006. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Delete Section C.1 in its entirety and insert the following in its place.

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million, two hundred and twenty-five thousand dollars (\$1,225,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

USA 800, INC.:

T. Davis
Tom Davis, President

5/16/05
Date

TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT:

Susan H. Whitaker
Susan H. Whitaker, Commissioner

5/24/05
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. IPW
M. D. Goetz, Jr., Commissioner

JUN 20 2005
Date

COMPTROLLER OF THE TREASURY:

John G. Morgan
John G. Morgan, Comptroller of the Treasury

7/13/05
Date

FA CONTRACT INFORMATION SUPPLEMENT

FOR ALL FA-TYPE CONTRACTS—COMPLETE EITHER SECTION A OR SECTION B

Contract RFS # 326.01-022

Contractor: USA 800 Inc.

SECTION A—THE CONTRACTOR IS AN INDIVIDUAL

Is or has the contractor been a state employee?

☒ NO (no additional information required)

☐ YES

Was such employment within the past six months?

☐ NO

☐ YES (an approved rule exception permitting a contract within six months of employment is also required)

Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?

☐ NO

☐ YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)

SECTION B—THE CONTRACTOR IS A COMPANY (e.g., sole proprietorship, partnership, or corporation)

Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?

☒ NO (no additional information required)

☐ YES

Was such employment within the past six months?

☐ NO

☐ YES (an approved rule exception permitting a contract within six months of employment is also required)

Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?

☐ NO

☐ YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)

SIGNATURE

Don Lightsey

5/27/05

SERVICE CONTRACTS COORDINATOR

DATE

CONTRACT SUMMARY SHEET

RFS Number:	326.01-032	Contract Number:	FA-02-14594-002
State Agency:	Tourist Development	Division:	Administration
Contractor		Contractor Identification Number	
USA 800 Inc.		X	V- C-
		43-1119494-00	

Service Description

Telemarketing Services for 1-800 Inquiries for Tourist Vacation Guide Brochures

Contract Begin Date				Contract End Date			
July 1, 2001				June 30, 2005			
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code	
326.01	600	089	11	X on STARS			
FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount Include ALL amendments		
02	225,000				225,000		
03	225,000				225,000		
04	225,000				225,000		
05	275,000				275,000		
Total:		950,000	0	0	0	950,000	

CFDA Number:	Check the box (below) ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)
Name:	Tom Lightsey	Is the Contractor a VENDOR? (per OMB A-133)
Address:	25th Floor Snodgrass Tennessee Tower	Is the Fiscal Year Funding STRICTLY LIMITED?
Phone:	(615) 741-9023	Is the Contractor on STARS?
Procuring Agency Budget Officer Signature		Is the Contractor's FORM W-9 ATTACHED?
		Is the Contractors Form W-9 Filed with Accounts?

Tom Lightsey IBCL

COMPLETE FOR ALL AMENDMENTS (only)

	Base Contract & Prior Amendments	This Amendment ONLY
End Date >	June 30, 2004	June 30, 2005
FY: 02	225,000	
FY: 03	225,000	
04	225,000	
05		275,000
	675,000	275,000

Funding Certification
Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

RECEIVED
2004 JUL 22 PM 3:03
COMPTROLLER'S OFFICE
OFFICE OF
MANAGEMENT SERVICES

**AMENDMENT TWO
TO CONTRACT FA-02-14594**

This Contract, by and between the State of Tennessee, Department of Tourist Development, hereinafter referred to as the State, and USA 800, INC., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section B. 1 in its entirety and insert the following in its place:

B.1. Contract Term This Contract shall be effective for the period commencing on July 1, 2001 and ending on June 30, 2005. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Delete Section B. 2 in its entirety and insert the following in its place:

B. 2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than four (4) years, provided that the State notifies the Contractor in writing of its intention to do so prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

3. Delete Section C.1 in its entirety and insert the following in its place.

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed nine hundred fifty thousand dollars (\$950,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

Delete Section E.2 in its entirety and insert the following in its place.

Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Tom Lightsey, Assistant Commissioner – Administration
Snodgrass Tennessee Tower, 25th Floor
312 8th Avenue North
Nashville, Tennessee 37243
(615) 741-9023 phone
(615) 532-0477 fax

The Contractor:

Mr. Tom Davis
USA 800 Inc.
6608 Raytown Road
Raytown, MO 64133
(816) 358-1303 phone
(816) 358-8845 fax

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

USA 800, INC.:

Tom Davis
Tom Davis, President

June 11, 2004
Date

TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT:

Susan H. Whitaker
Susan H. Whitaker, Commissioner

6/16/04
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. /PW
M. D. Goetz, Jr., Commissioner

JUL 22 2004
Date

COMPTROLLER OF THE TREASURY:

John G. Morgan
John G. Morgan, Comptroller of the Treasury

7/23/04
Date

FA CONTRACT INFORMATION SUPPLEMENT

FOR ALL FA-TYPE CONTRACTS – COMPLETE EITHER SECTION A OR SECTION B

Contract RFS # 326.01-032

Contractor: USA 800 Inc.

SECTION A– THE CONTRACTOR IS AN INDIVIDUAL

Is or has the contractor been a state employee?

☒ NO (no additional information required)☐ YES

Was such employment within the past six months?

☐ NO☐ YES (an approved rule exception permitting a contract within six months of employment is also required)

Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?

☐ NO☐ YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)SECTION B– THE CONTRACTOR IS A COMPANY
(e.g., sole proprietorship, partnership, or corporation)

Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?

☒ NO (no additional information required)☐ YES

Was such employment within the past six months?

☐ NO☐ YES (an approved rule exception permitting a contract within six months of employment is also required)

Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?

☐ NO☐ YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)

SIGNATURE

Beth Lunsford

6/21/04

SERVICE CONTRACTS COORDINATOR

DATE

CONTRACT SUMMARY SHEET

RFS Number:	-326.01-002	Contract Number:	FA-02-14594-001
State Agency:	Tourist Development	Division:	Administration
Contractor		Contractor Identification Number	
USA 800, INC.		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	43-1119494-00

Service Description

TELEMARKETING SERVICES FOR 1-800 INQUIRES FOR TOURIST VACATION GUIDES BROCHURE

Contract Begin Date	Contract End Date
July 1, 2001	June 30, 2004

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
326.01	600	089	11	<input checked="" type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
02	225,000.00				225,000.00
03	225,000.00				225,000.00
04	225,000.00				225,000.00
					675,000.00
Total:	675,000.00				

CFDA #		Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name:	Steven J. Gregg	Is the Contractor a VENDOR? (per OMB A-133)	X
Address:	5 th Floor Rachel Jackson Building	Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone:	(615) 741-9018	Is the Contractor on STARS?	X
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	
<i>Don Lighty</i>		Is the Contractors Form W-9 Filed with Accounts?	X

COMPLETE FOR ALL AMENDMENTS (only)

	Base Contract & Prior Amendments	This Amendment ONLY
END DATE →	06/30/03	06/30/04
FY: 024	225,000.00	
FY: 03	225,000.00	
FY: 04		225,000.00
FY:		
FY:		
Total:	450,000.00	225,000.00

Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

RECEIVED
JUN 22 2004
Office of Contracts Review

AMENDMENT ONE
TO CONTRACT FA-02-14594

This Contract, by and between the State of Tennessee, Department of Tourist Development, hereinafter referred to as the State, and USA 800, INC., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section B. 1 in its entirety and insert the following in its place:

B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2001 and ending on June 30, 2004. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Delete Section B. 2 in its entirety and insert the following in its place:

B. 2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

3. Delete Section C.1 in its entirety and insert the following in its place.

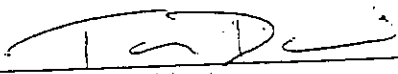
C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed six hundred seventy five thousand dollars (\$675,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

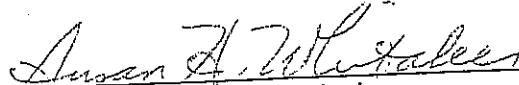
IN WITNESS WHEREOF:

USA 800, INC.:


Tom Davis, President

3/20/03
Date


TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT:


Susan H. Whitaker, Commissioner

6/17/03
Date

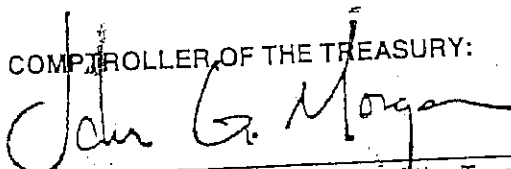
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

6/30/03
Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

7-1-03
Date

CONTRACT SUMMARY SHEET

Contract Number FA-02-14544-00	State Agency Department of Tourist Development
326.01-022	Division Administration
Contractor USA, 800, INC.	
Vendor ID Number 43-1119494 00	

Service Description Telemarketing Services for 1-800 Inquires for Tourist Vacation Guides Brochure	
Contract Begin Date July 1, 2001	Contract End Date June 30, 2003

Allotment Code 326.01	Cost Center 600	Object Code 089	Fund 11	Grant <input checked="" type="checkbox"/> on STARS	Grant Code	Subgrant Code
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FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
02	225,000.00				225,000.00
03	225,000.00				225,000.00
					450,000.00
Total	450,000.00				

<input type="checkbox"/> Fiscal Year Funding Is Strictly Limited	CFDA Number	State Fiscal Contact
<input checked="" type="checkbox"/> Contractor is on STARS		
<input checked="" type="checkbox"/> Current Form W-9 On File With Accounts OR <input type="checkbox"/> Form W-9 Attached	Name Address Phone	Tom Lightsey 5th Floor, Rachel Jackson Bldg. 741-9023
<input checked="" type="checkbox"/> Service Provider Registered with F&A	Procuring Agency Budget Officer Approval Signature <i>Tom Lightsey KB</i>	
<input type="checkbox"/> Contractor is a SUBRECIPIENT (as defined by OMB Circular A-133)		

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification
Contract End Date	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, John D. Ferguson, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
FY			
FY			
FY			
FY			
FY			
Total			OCR Use Only RECEIVED 2001 JUL -3 AM 9:52 COMPTROLLER'S OFFICE OF MANAGEMENT SERVICES

JUL 21 2001

DIRECTOR OF ACCOUNTS